

Town of Lyons, Colorado
FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

Project/Services Name: Construction Management Services for 2nd Avenue Bridge Replacement
Project Number: 20-2ndAVE-BR-04

This FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fourth Amendment") is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and RockSol Consulting Group, Inc. with offices at 12076 Grant St., Thornton, CO 80241 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2020-134, the Town and the Contractor entered into that certain Professional Services Agreement, Project Number 20-2ndAVE-BR-04, executed September 28, 2020 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$181,732.00)** (the "Project"); and

WHEREAS, expenses for this Project are eligible for reimbursement through the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") under the Boulder County Collaborative sub-allocation INF-00010; and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated January 13, 2021 in order to correct the original contract date incorrectly entered as September 8, 2020, which was the date of approval by the Town of Lyons Board of Trustees, to accurately reflect the date of mutual execution, which was September 28, 2020 at no increase to the contract; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **Second Amendment** to the Original Agreement dated January 13, 2021 in order to add prestressed, precast girder inspection and materials testing services at an increase to the contract of **THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,577.50)**; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **Third Amendment** to the Original Agreement dated March 19, 2021 in order to extend the term of the contract until July 31, 2021 at no increase to the contract; and

WHEREAS, the Parties desire to enter into another amendment to update staffing rates as shown in **Exhibit A** at no increase to the contract for a total not-to-exceed amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINE DOLLARS AND FIFTY CENTS (\$185,309.50)** ("**Fourth Amendment**");

NOW, THEREFORE, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.
2. **Original Terms and Conditions.** The terms are hereby amended to incorporate the updated staffing rates as shown in **Exhibit A**.
3. **Scope of Work.** There is no change to the scope of the Original Agreement with this amendment.
4. **Contract Sum and Payment.** There is no change to the contract price of the Original Agreement with this amendment.
5. **Term.** There is no change to the term date with this amendment.
6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to "Agreement" shall refer to the Original Agreement as amended by this Fourth Amendment.
7. **Conflict.** This Fourth Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Fourth Amendment and the Original Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Fourth Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Fourth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Fourth Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to Professional Services Agreement, Project/Service: Construction Management Services for 2nd Avenue Bridge Replacement, to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Fourth Amendment.

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:

Dolores M. Vasquez, CMC - Town Clerk

By: _____
Victoria Simonsen, Town
Administrator

ROCKSOL CONSULTING GROUP, INC.:

_____, 2021
Date of execution (Town)

By: _____

Printed name: _____

Its: _____

Date (Contractor): _____, 2021

STATE OF _____)

COUNTY OF _____) ss.

The foregoing Amendment was acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____, a Colorado Corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

**EXHIBIT A:
RockSol Updated Staffing Rates**